FIXTURES — REMOVAL: EFFECT OF AGREEMENT TO TREAT FIXTURES AS PERSONALTY. — A landowner allowed the plaintiff to erect billboards with the privilege of removing them at any time. A *bonâ fide* purchaser of the land refused to allow removal and the plaintiff sued for conversion of the billboards. *Held*, that the plaintiff cannot recover. *Cochrane* v. *McDermott Advertising Agency*, 60 So. 421 (Ala.).

Where the landowner consents that a stranger annex a fixture to his land and retain the right to sever, various views have been taken. It is often said, as in the principal case, that because of the agreement the fixture remains a chattel to which the stranger has title. *Ham* v. *Kendall*, 111 Mass. 297. It is thus sometimes held that if the stranger is a mortgagee and has recorded a chattel mortgage he prevails over a *bonâ fide* purchaser of the land. *Ford* v. *Cobb*, 20 N. Y. 344. *Cf. Sowden* v. *Craig*, 26 Ia. 156, 165. But the protection of the stranger is qualified in the principal case by holding that the agreement being merely a personal one is not effective against *bonâ fide* purchasers of the land. *Wickes Bros.* v. *Hill*, 115 Mich. 333, 73 N. W. 375; *Thompson* v. *Smith*, 111 Ia. 718, 83 N. W. 789. This result seems just, and it would seem equally just even where a chattel mortgage is recorded, since one who buys what is at least an apparent part of realty cannot be expected to search the records of personal property. See *Bringholff* v. *Mungurmaier*, 20 Ia. 513, 519; *Tibbetts* v. *Home*, 65 N. H. 242, 247. The ground for such a result might perhaps be estoppel, although it is difficult to see why, if fixtures may be either realty or personalty, there is any representation by their mere affixing that they are realty. But it would seem that the court is stating in fictitious terms that the stranger in substance retained only an equitable interest in the billboards. If this is true, the court is in accord with a view often taken that the right to sever is a contract right specifically enforceable in equity against all having notice of it. *St. Louis & San Francisco R. Co.* v. *Beadle*, 50 Pac. 988 (Kan. App.). *Cf. Landon* v. *Platt*, 34 Conn. 517, 523. This result seems to indicate that the fixture is realty, but that the stranger retains the equitable interest in that section of the realty.

INFANTS — UNBORN CHILDREN — INJURIES BY CARRIER. — The plaintiff's mother, while a passenger on the railroad of the defendant company, was negligently injured by it, and as a result the plaintiff, who was at the time *en ventre sa mère*, was born in a deformed condition. The railroad company was not aware of the pregnancy of the plaintiff's mother. *Held*, that though a child may sue for wrongful injuries to him before his birth, this plaintiff cannot recover because he was not a passenger. *Nugent* v. *Brooklyn Heights R. Co.*, 139 N. Y. Supp. 367 (Sup. Ct. App. Div.). See NOTES, p. 638.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — WHITE SLAVE ACT. — The defendant was convicted under a federal statute which made criminal the assisting in the transportation of women in interstate commerce for the purpose of prostitution. *Held*, that the statute is constitutional. *Hoke* v. *United States*, 227 U. S. 308.

The power of Congress to prevent the use of interstate commerce for the purpose of furthering immoral practices or distributing objectionable commodities would seem to have been fairly well established by previous cases. *Lottery Case*, 188 U. S. 321, 23 Sup. Ct. 321; *Hipolite Egg Co.* v. *United States*, 220 U. S. 45, 31 Sup. Ct. 364. This decision settles the question beyond the possibility of doubt. The result reached seems a desirable one since the commerce clause has to a large extent deprived the states of the power to protect the public health and morals by commercial regulations. *Leisy* v. *Hardin*, 135 U. S. 100, 10 Sup. Ct. 681. If Congress did not possess this power, the result of the commerce clause would be to deprive society of an effective means of self-protection.